



Attorney Docket No.: 2100653-991360

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent

In re Application of:

Inventor(s): Jason Seung-Min Kim

Serial No.: 09/847,975

Examiner:

Filed: 05/02/2001

Art Unit: 2871

For: POWER MANAGEMENT SYSTEM AND METHOD

Patent No.:

Issued Date:

Assistant Commissioner for Patents
Washington, D.C. 20231

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)**

As assignee of record of the entire interest of the above identified

application,
patent,

REVOCATION OF PRIOR POWERS OF ATTORNEY

I hereby revoke all previous powers of attorney given in the above-identified application/patent.

NEW POWER OF ATTORNEY

I hereby appoint the practitioners associated with the customer Number: 45594

Please change the correspondence address for the above-identified application to:

The address associated with Customer Number: 45594

I am the:

Assignee of record of the entire interest. *Statement under 37 CFR 3.73(b) is below.*

CERTIFICATE UNDER 37 CFR 3.73(b)

NVIDIA CORPORATION., a Delaware corporation, certifies that it is the assignee of the entire right, title and interest in the patent identified above by virtue of:

An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in The United States Patent and Trademark Office at
Reel 011780. Frame 0287.

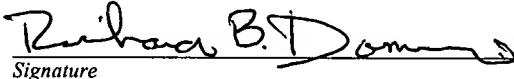
Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application/patent identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) avers that the undersigned is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

5/9/07
Date


Signature

Richard B. Domingo Reg No. 36,784
Typed or Printed Name

Director of Intellectual Property
Title

AGREEMENT AND PLAN OF MERGER

among:

NVIDIA CORPORATION,
a Delaware corporation;

PARTTRIDGE ACQUISITION, INC.,
a Delaware corporation;

and

PORTALPLAYER, INC.,
a Delaware corporation

Dated as of November 6, 2006

TABLE OF CONTENTS

	PAGE
SECTION 1. DESCRIPTION OF TRANSACTION	1
1.1 Merger of Merger Sub into the Company	1
1.2 Effect of the Merger	1
1.3 Closing; Effective Time	1
1.4 Certificate of Incorporation and Bylaws; Directors and Officers	2
1.5 Effect on Capital Stock	2
1.6 Closing of the Company's Transfer Books	3
1.7 Surrender of Certificates	3
1.8 Dissenting Shares	5
1.9 Further Action	5
SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY	5
2.1 Subsidiaries; Due Organization; Qualification to do Business	6
2.2 Certificate of Incorporation and Bylaws	6
2.3 Capitalization; Rights to Acquire Stock	6
2.4 SEC Filings; Financial Statements	9
2.5 Absence of Changes	11
2.6 Title to Assets	12
2.7 Real Property; Real Property Leases; Equipment	13
2.8 Intellectual Property	14
2.9 Contracts	19
2.10 Customers; Company Products; Services	22
2.11 Liabilities	23
2.12 Compliance with Legal Requirements; Certain Business Practices	24
2.13 Governmental Authorizations	24
2.14 Tax Matters	25
2.15 Employee and Labor Matters; Benefit Plans	28
2.16 Environmental Matters	33
2.17 Insurance	35
2.18 Transactions with Affiliates	35
2.19 Legal Proceedings; Orders	35

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of November 6, 2006, by and among NVIDIA CORPORATION, a Delaware corporation ("Parent"), PARTRIDGE ACQUISITION, INC., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and PORTALPLAYER, INC., a Delaware corporation (the "Company"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. Parent, Merger Sub and the Company intend to effect a merger of Merger Sub with and into the Company in accordance with this Agreement and the DGCL (the "Merger"). Upon consummation of the Merger, Merger Sub will cease to exist, and the Company will become a wholly-owned subsidiary of Parent.

B. The respective boards of directors of Parent, Merger Sub and the Company have approved this Agreement, the Merger and the Contemplated Transactions.

C. In order to induce Parent to enter into this Agreement and cause the Merger to be consummated, certain stockholders of the Company are executing voting agreements in favor of Parent concurrently with the execution and delivery of this Agreement (the "Voting Agreements").

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

SECTION 1. DESCRIPTION OF TRANSACTION

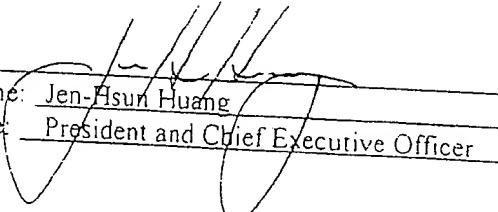
1.1 **Merger of Merger Sub into the Company.** Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.3), Merger Sub shall be merged with and into the Company, and the separate existence of Merger Sub shall cease. The Company will continue as the surviving corporation in the Merger (the "Surviving Corporation").

1.2 **Effect of the Merger.** The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL.

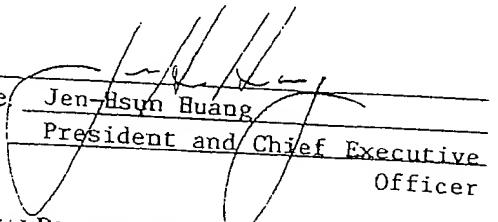
1.3 **Closing; Effective Time.** The closing of the Merger and the consummation of those transactions contemplated by this Agreement that are to be consummated at the time of the Merger (the "Closing") shall take place at the offices of Cooley Godward Kronish LLP, 3175 Hanover Street, Palo Alto, California, on a date to be designated by Parent (the "Closing Date"), which shall be no later than the fifth business day after the satisfaction or waiver of the last to be satisfied or waived of the conditions set forth in Sections 6 and 7 (other than the conditions set forth in Sections 6.5 and 7.4, which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions). The Merger shall become effective at the time of the filing of a certificate of merger with the Secretary of State of the State of Delaware in accordance with the DGCL or at such later time as may be specified in such statement of merger with the consent of Parent (the time as of which the Merger becomes

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

NVIDIA CORPORATION

By: 
Name: Jen-Hsun Huang
Title: President and Chief Executive Officer

PARTRIDGE ACQUISITION, INC.

By: 
Name: Jen-Hsun Huang
Title: President and Chief Executive Officer

PORTALPLAYER, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

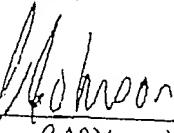
NVIDIA CORPORATION

By: _____
Name: Jen-Hsun Huang
Title: President and Chief Executive Officer

PARTRIDGE ACQUISITION, INC.

By: _____
Name: Jen-Hsun Huang
Title: President and Chief Executive Officer

PORTALPLAYER, INC.

By: 
Name: GARY JOHNSON
Title: PRESIDENT & CEO

AGREEMENT AND PLAN OF MERGER

among:

NVIDIA CORPORATION,
a Delaware corporation;

PARTIDGE ACQUISITION, INC.,
a Delaware corporation;

and

PORTALPLAYER, INC.,
a Delaware corporation

Dated as of November 6, 2006

TABLE OF CONTENTS

	PAGE
SECTION 1. DESCRIPTION OF TRANSACTION	1
1.1 Merger of Merger Sub into the Company	1
1.2 Effect of the Merger	1
1.3 Closing; Effective Time	1
1.4 Certificate of Incorporation and Bylaws; Directors and Officers	2
1.5 Effect on Capital Stock	2
1.6 Closing of the Company's Transfer Books	3
1.7 Surrender of Certificates	3
1.8 Dissenting Shares	5
1.9 Further Action	5
SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY	5
2.1 Subsidiaries; Due Organization; Qualification to do Business	6
2.2 Certificate of Incorporation and Bylaws	6
2.3 Capitalization; Rights to Acquire Stock	6
2.4 SEC Filings; Financial Statements	9
2.5 Absence of Changes	11
2.6 Title to Assets	12
2.7 Real Property; Real Property Leases; Equipment	13
2.8 Intellectual Property	14
2.9 Contracts	19
2.10 Customers; Company Products; Services	22
2.11 Liabilities	23
2.12 Compliance with Legal Requirements; Certain Business Practices	24
2.13 Governmental Authorizations	24
2.14 Tax Matters	25
2.15 Employee and Labor Matters; Benefit Plans	28
2.16 Environmental Matters	33
2.17 Insurance	35
2.18 Transactions with Affiliates	35
2.19 Legal Proceedings; Orders	35

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of November 6, 2006, by and among NVIDIA CORPORATION, a Delaware corporation ("Parent"), PARTRIDGE ACQUISITION, INC., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and PORTALPLAYER, INC., a Delaware corporation (the "Company"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. Parent, Merger Sub and the Company intend to effect a merger of Merger Sub with and into the Company in accordance with this Agreement and the DGCL (the "Merger"). Upon consummation of the Merger, Merger Sub will cease to exist, and the Company will become a wholly-owned subsidiary of Parent.

B. The respective boards of directors of Parent, Merger Sub and the Company have approved this Agreement, the Merger and the Contemplated Transactions.

C. In order to induce Parent to enter into this Agreement and cause the Merger to be consummated, certain stockholders of the Company are executing voting agreements in favor of Parent concurrently with the execution and delivery of this Agreement (the "Voting Agreements").

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

SECTION 1. DESCRIPTION OF TRANSACTION

1.1 Merger of Merger Sub into the Company. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.3), Merger Sub shall be merged with and into the Company, and the separate existence of Merger Sub shall cease. The Company will continue as the surviving corporation in the Merger (the "Surviving Corporation").

1.2 Effect of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL.

1.3 Closing; Effective Time. The closing of the Merger and the consummation of those transactions contemplated by this Agreement that are to be consummated at the time of the Merger (the "Closing") shall take place at the offices of Cooley Godward Kronish LLP, 3175 Hanover Street, Palo Alto, California, on a date to be designated by Parent (the "Closing Date"), which shall be no later than the fifth business day after the satisfaction or waiver of the last to be satisfied or waived of the conditions set forth in Sections 6 and 7 (other than the conditions set forth in Sections 6.5 and 7.4, which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions). The Merger shall become effective at the time of the filing of a certificate of merger with the Secretary of State of the State of Delaware in accordance with the DGCL or at such later time as may be specified in such statement of merger with the consent of Parent (the time as of which the Merger becomes